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# Morgan Lewis

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Date Sent: Nov. 6, 2006

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(including cover page)**FAX MESSAGE**

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**COMMENTS**

U.S. Patent Appln. No. 10/520,977  
Applicants" HUDD et al.  
Filed: January 11, 2005  
Title: Inkjet Maintenance Kit

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## SPONSORED DEVELOPMENT AGREEMENT

This Sponsored Development Agreement (the "Agreement") is effective on January 1, 2001 (the "Effective Date") by and among 3M Company, and 3M Innovative Properties Company ("3M IPC"), both Delaware companies having principle places of business in St. Paul, Minnesota (collectively "3M"), and Xennia Technology Limited, a U.K. company having a principle place of business in Lumen House, Lumen Road, Royston Hertfordshire, U.K. SG8 7AG ("Xennia").

### RECITALS

Xennia has developed an ink-jet printing system exclusively for 3M and at 3M's expense. The ink-jet printing system can apply security phosphor inks to surfaces, and has application in, for example, the field of brand protection. 3M is willing to pay for that development work and wishes to own the intellectual property rights related to that ink-jet printing system, and is willing to grant back to Xennia certain intellectual property rights in certain fields.

In view of these premises and for full and just consideration of 74,000 GBP, the Parties hereby agree as follows.

### Article 1 - DEFINITIONS

For the purposes of this Agreement, the terms defined in this Article shall have the meaning specified and shall be applicable both to the singular and plural forms.

- 1.1 "Party" shall mean 3M IPC, 3M, or Xennia, as applicable.
- 1.2 "Affiliate" shall mean (1) any individual who, or any corporation, firm, partnership, proprietorship, or other form of business organization which directly or indirectly, is controlled by, or is under common control with, or controls, a party hereto and (2) any corporation, firm, partnership, proprietorship, or other form of business organization in which any party hereto or any of the aforesaid directly or indirectly has at least a forty percent (40%) ownership interest through stock ownership or otherwise, or has the maximum ownership interest it is permitted to have in the country where such business organization exists.
- 1.3 "Sponsored Development Program" means the program to be conducted by 3M and Xennia to develop ink jet printers at 3M's expense for use with Security Phosphor Inks and Phosphor Inks.
- 1.4 "3M Field" means inkjettable materials and ink-jet components and systems that are Security Phosphor Inks or Other Phosphor Inks and that such inks are used in brand protection and security applications, as set forth in Exhibit A.
- 1.5 "Xennia Field" means all other inkjettable materials and ink-jet components and systems that are outside of the 3M Field and Shared Field, as set forth in Exhibit A.

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- 1.6 "Shared Field" means inkjettable materials and ink-jet components and systems that are not Security Phosphor Inks or Other Phosphor Inks and that are used in brand protection and security applications, as set forth in Exhibit A.
- 1.7 "Subject Technology" means all information, including know-how, trade secrets and inventions (whether patentable or not), owned or controlled by any Party prior to or during the term of this Agreement.
- 1.8 "Intellectual Property Rights" means all intangible property rights including, but not limited to, patents, patent applications, trade secrets, trademarks, trade names, mask works, copyrights and Confidential Information.
- 1.9 "Background Rights" means all Intellectual Property Rights (excluding trademarks and trade names) embodying Subject Technology which are a) owned or controlled by any Party on the Effective Date of this Agreement; or b) owned or controlled by any Party during the term of this Agreement, but not developed in the performance of work related to the Sponsored Development Program.
- 1.10 "Controlled" means at least the degree of control needed to grant licenses of the scope and content granted in this Agreement.
- 1.11 "Sponsored Rights" means all Intellectual Property Rights embodying Subject Technology conceived by employees, representatives, or other persons associated with any Party, either solely or jointly with others, during the term of this Agreement and directly resulting from work conducted in accordance with the Sponsored Development Program.
- 1.12 "Confidential Information" shall have the same meaning as in the Confidential Disclosure Agreement dated March 8, 2000 between the Parties.
- 1.13 "Other Phosphor Inks" means a phosphor-containing inkjettable material that can be used in an inkjet printer but excludes Security Phosphor Inks.
- 1.14 "Security Phosphor Inks" means phosphor-containing inkjettable material that can be used in an inkjet printer and are used for security applications including brand assets, branded projects, checks, currency, passports, visas, secure documents, documents of value and other such applications and product such documents and articles counterfeiting, alteration, simulation, substitution, dilution, diversion, theft, and tampering.

## Article 2 - CONDUCT OF SPONSORED DEVELOPMENT PROGRAM

- 2.1 Disclosure of Confidential Information. The Parties shall provide to each other such Confidential Information as the disclosing Party (the "Discloser") reasonably determines may be useful to the receiving Party's (the "Recipient") efforts in the Sponsored Development Program. The disclosure of Confidential Information between and among the Parties related to the Sponsored Development Program shall be governed by the terms of the confidential disclosure agreement between and among 3M, 3M IPC, Secure Products LLP, and Xennia dated March 8, 2000 (the "Confidentiality Agreement"). The

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Confidentiality Agreement is hereby amended insofar as the agreement controls the disclosure of Confidential Information among 3M, 3M IPC, and Xennia a) to change the period for disclosure under Paragraph 3 of that agreement to coincide with the duration of the Sponsored Development Program, if the Sponsored Development Program extends beyond March 8, 2001; and b) to permit Affiliates of the Parties to receive and disclose confidential information thereunder provided that those entities agree to be bound by the terms of the Confidentiality Agreement. This Agreement and the relationship between 3M, 3M IPC, and Xennia shall be Confidential Information under the Confidential Disclosure Agreement.

- 2.2 No Reference to Other Party. No Party shall, without the prior written consent of the other unrelated Parties, a) use in advertising, publicity, or otherwise in connection with products developed in accordance with this Agreement, any trade name, trademark, trade device, service mark, or symbol owned by the other Party; or b) misrepresent, either directly or indirectly, that any product or service of the other Party is a product or service of the representing Party, or vice versa.
- 2.3 Competitive Products. This Agreement in no way precludes 3M or Xennia from developing, manufacturing, marketing, using or processing any products or technology that are not developed in accordance with the Sponsored Development Program but that may be compatible or competitive with any products or Subject Technology conceived or developed in accordance with the Sponsored Development Program.
- 2.4 Technical Contact. The Parties have established "Technical Contacts" to act as liaisons between the Parties for the various technical matters that may arise during the course of the Sponsored Development Program. The Technical Contact, or his designated alternate, shall be authorized by each Party to a) represent each Party in all technical matters related to performance under this Agreement; b) schedule and coordinate visits by personnel of each Party to facilities of the other Party; and c) coordinate the exchange of Confidential Information. The Technical Contacts are named immediately below, but may be changed by notifying the other Parties of the change.

Technical Contact for 3M:  
Andrew Dubner  
3M Company  
3M Center, Bldg. 209-BS-01  
St. Paul, MN 55144

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Technical Contact for Xennia:

James Fox  
Xennia Technology Limited  
Lumen House, Lumen Road  
Royston, Hertfordshire SG8 7AG  
UK

### Article 3 - INTELLECTUAL PROPERTY RIGHTS

- 3.1 3M IPC Owns Sponsored Rights. Xennia agrees to assign and hereby assigns all right, title, and interest in the Sponsored Rights to 3M IPC. Xennia and its employees, representatives, and persons associated with it shall execute all documents necessary to vest in 3M IPC all right, title, and interest in such Sponsored Rights, at no charge to 3M IPC.
- 3.2 Licenses from 3M IPC to Xennia Under Sponsored Rights. Effective from the date of execution of this Agreement, 3M grants to XENNIA:
- 3.2.1 An irrevocable exclusive, worldwide, royalty-free; fully paid-up license to use and to sub-license others to use the Invention in any manner whatsoever in the Xennia Field, which license shall be deemed to have come into full force and effect as from May 30, 2001 under:
- (a) the Applications;
  - (b) all patent applications for the Invention that may have been filed or may hereafter be filed by or on behalf of 3M, which are either based on or claim priority from the Applications including all foreign, continuation and divisional applications; and
  - (c) all patents which may be granted for the Invention pursuant to any of the foregoing patent applications.
- 3.2.2 An irrevocable non-exclusive, worldwide, royalty-free, fully paid-up license to use and to sub-license others to use the Invention in any manner whatsoever in the Shared Field, which license shall be deemed to have come into full force and effect as from May 30, 2001 under:
- (a) the Applications;
  - (b) all patent applications for the Invention that may have been filed or may hereafter be filed by or on behalf of 3M, which are either based on or claim priority from the Applications including all foreign, continuation and divisional applications; and
  - (c) all patents which may be granted for the Invention pursuant to any of the foregoing patent applications.
- 3.2.3 An irrevocable non-exclusive, worldwide, royalty-free, fully paid-up license to supply printers to Secure Products Inc. for use in cheques and currency printing, which license shall be deemed to have come into full force and effect as from May 30, 2001 under:
- a) the Applications;

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- b) all patent applications for the Invention that may have been filed or may hereafter be filed by or on behalf of 3M, which are either based on or claim priority from the Applications including all foreign, continuation and divisional applications; and
- c) all patents which may be granted for the Invention pursuant to any of the foregoing patent applications.

- 3.3 It is agreed that nothing herein shall entitle 3M to in any way infringe any patent rights, which are exclusively owned by XENNIA.
- 3.4 It is agreed that nothing herein shall be construed as the grant by XENNIA of a license to 3M under any patent rights which are exclusively owned by XENNIA and that nothing herein expressly or impliedly obliges XENNIA to grant such a license to 3M.

#### Article 4 - PATENT FILING AND PROSECUTION

- 4.1 Disclosure of Sponsored Rights. Xennia shall fully disclose to 3M in writing all Sponsored Rights promptly after such Sponsored Rights are conceived.
- 4.2 Rights in Regard to Sponsored Rights. 3M IPC shall have the exclusive right at its own expense to file, prosecute, issue, maintain, license (to the extent not inconsistent with this Agreement), enforce or defend all patent applications and patents, throughout the world, containing Sponsored Rights. If such a patent application would require the disclosure of Confidential Information of Xennia, then 3M shall provide a copy of the application to Xennia, which shall then have thirty (30) days to notify 3M if Xennia believes that any of its Confidential Information is disclosed. If Xennia so notifies 3M, then 3M shall withdraw such application before any publication or take such other steps as may be reasonably necessary to prevent the unauthorized disclosure of the Confidential Information unless Xennia grants permission, which permission shall only be withheld if disclosure of such Confidential Information has a significant adverse impact upon Xennia's commercial interests.
- 4.3 3M shall pay all costs and fees and do all such acts and things as are reasonably necessary or desirable to obtain the grant of patents.
- 4.4 If 3M is proposing to abandon any of the Patent Rights hereby assigned to it by XENNIA, then 3M shall notify XENNIA of its intention and shall give XENNIA a period of two (2) months to request 3M to assign the Patent Rights which it is proposing to abandon or any part thereof to XENNIA. During this period of two (2) months 3M shall take no action to abandon such Patent Rights. If within the two (2) month period XENNIA requests 3M to assign the Patent Rights which 3M is proposing to abandon or any part thereof, then 3M shall assign such Patent Rights or part thereof to XENNIA at no cost to XENNIA other than any expenses involved in the assignment and XENNIA shall be free to prosecute the patent or patent application in any manner it sees fit. In return XENNIA shall grant 3M a non-exclusive, irrevocable, worldwide, royalty-free, fully paid-up, license with the right to grant sub-licenses under the assigned Patent Rights in the 3M Field. If no such request is received within the two (2) month period, 3M shall be free to abandon the Patent Rights.

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## Article 5 - WARRANTIES

- 5.1 **No Conflicting Agreements.** The Parties warrant that they have no agreements with any third party or commitments or obligations that conflict in any way with their obligations under this Agreement. No Party shall enter into any agreement, commitment or obligation during the term of this Agreement that is in conflict with its obligations under this Agreement.
- 5.2 **Agreements With Employees, Agents and Consultants.** Xennia warrants that it has or will obtain from its employees, agents and consultants who perform work in accordance with the Sponsored Development Program a valid and sufficient written agreement vesting ownership of all their discoveries, improvements and ideas in Xennia, to enable Xennia to comply with its obligations to assign Sponsored Rights to 3M and 3M IPC as set forth herein.
- 5.3 **Non-Infringement.** Neither Party warrants nor represents that any product or process conceived, developed or used in accordance with the Sponsored Development Program does not infringe any intellectual property rights of any third party. Each Party shall, however, make reasonable efforts to notify the other Party promptly in the event a Party has knowledge of infringement of, or conflict with, the intellectual property rights of any third party.
- 5.4 **Confidential Information.** Xennia represents and warrants that its employees, agents or consultants performing work according to this Joint Development Agreement or having access to any Confidential Information shall be subject to a valid, binding and enforceable agreement to maintain the obligations of confidentiality undertaken by the Parties hereunder.
- 5.5 **Counsel.** The Parties warrant that they have had the opportunity to obtain the advice of counsel.

## Article 6 - LIMITATION OF LIABILITY

**Limitation of Liabilities.** NO PARTY SHALL UNDER ANY CIRCUMSTANCES BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE, OR BUSINESS) RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT, OR THE TERMINATION OF THIS AGREEMENT, OR ARISING OUT OF OR ALLEGED TO HAVE ARISEN OUT OF (i) BREACH OF THIS AGREEMENT, (ii) THE FAILURE BY THE OTHER PARTY TO DEVELOP ANY PRODUCTS OR PROCESSES IN ACCORDANCE WITH THE SPONSORED DEVELOPMENT PROGRAM, (iii) THE FAILURE BY THE OTHER PARTY TO DEVOTE THE RESOURCES SPECIFIED IN THE SPONSORED DEVELOPMENT PROGRAM, (iv) THE FAILURE BY THE OTHER PARTY TO COMPLY WITH THE EXPRESS CONDITIONS SPECIFIED IN THE SPONSORED DEVELOPMENT PROGRAM, OR (v) ANY EVENT RELATED TO THE

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CONDUCT OF THE SPONSORED DEVELOPMENT PROGRAM. This limitation applies regardless of whether such damages are sought based on breach of contract, negligence, or any other legal theory and each party's total liability to the other party shall not exceed the fees paid under the Sponsored Development Program.

#### Article 7 - DISPUTE RESOLUTION

7.1 Order of Preference. Disputes arising between the Parties relating to the making or performance of this Agreement (including ownership of intellectual property rights, breach of confidentiality, and inventorship) shall be resolved in the following order of preference: (i) by good faith negotiation between executives of the respective Parties who have authority to fully and finally resolve the dispute; (ii) if necessary, by non-binding mediation at a location acceptable to the Parties using a neutral mediator having experience with the industry (with the costs therefor shared equally); or (iii) as a last resort only, by litigation. All negotiations pursuant to this paragraph, and all proceedings under sub-paragraphs (i) and (ii) shall be Confidential Information, and shall also be treated as compromise and settlement negotiations for purposes of Rule 408 of the Federal Rules of Evidence and comparable state rules of evidence, and shall not in any event be used in any court or tribunal in any jurisdiction for any reason. Nothing herein shall preclude a Party from taking whatever actions are necessary to prevent immediate, irreparable harm to its interests. Otherwise, these procedures are exclusive and shall be fully exhausted prior to the initiation of any litigation.

7.2 Governing Law; Personal Jurisdiction; Waiver of Jury. Any questions, claims, disputes, remedies or procedural matters shall be governed exclusively by the laws of the State of New York, without regard to the principles of conflicts of law. THE PARTIES FURTHER HEREBY CONSENT TO WAIVER OF ANY CONSTITUTIONAL, STATUTORY OR COMMON LAW RIGHT OF TRIAL BY JURY.

#### Article 8 - MISCELLANEOUS

8.1 Notices. Except as set forth in Paragraph 2.7, all notices or reports shall be delivered personally or by registered or certified mail, postage prepaid, to the following addresses of the respective Parties:

To 3M:  
Vice President  
Safety and Security Systems Division  
3M Center, Building 225-4N  
St. Paul, Minnesota 55144

With a copy to:  
President and Chief Intellectual Property Counsel  
Office of Intellectual Property Counsel  
3M Innovative Properties Company  
PO Box 33427  
St. Paul, Minnesota 55133-3427



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To Xennia:  
Managing Director  
Xennia Technology Limited  
Lumen House, Lumen Road  
Royston Hertfordshire, U.K. SG8 7AG

Notices shall be effective upon receipt if personally delivered, or on the third business day following the date of mailing. Any change of address of a Party shall be promptly communicated in writing the other Party.

- 8.2 Assignment. Neither this Agreement nor any right or obligation hereunder shall be assignable by a Party without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed and any purported assignment without such consent shall be void; provided that 3M may transfer any and/or all rights derived from or related to intellectual property to 3M IPC and that any Party may assign this Agreement without such consent in connection with the sale or transfer of all or substantially all of the business to which this Agreement pertains. Any permitted assignee shall assume all obligations of its assignor under this Agreement. No assignment shall relieve any Party of responsibility for the performance of any accrued obligation which such Party then has hereunder.
- 8.3 Force Majeure. If the performance of this Agreement or any obligations under this Agreement, except the making of required payments, is prevented, restricted, or interfered with by reason of fire, flood, explosion, or other casualty, accident, or act of God; strikes or labor disturbances; war, whether declared or not, or other violence; sabotage; any law, order, proclamation, regulation, ordinance, demand, or requirement of any government agency; or any other event beyond the reasonable control of the Parties, the affected Party, upon giving prompt notice to the other Parties, shall be excused from such performance to the extent of such prevention, restriction, or interference. The affected Party shall use its reasonable efforts to avoid or remove such cause of non-performance or to limit the impact of the event on such Party's performance and shall continue performance with the utmost dispatch whenever such causes are removed.
- 8.4 Export Controls. A recipient of technical data or products agrees to comply with all United States Department of Commerce and other United States export controls. Each Party agrees that, unless prior authorization is obtained from the Office of Export Administration, it will not knowingly ship or transfer technical data covered by this Agreement or any direct product of such technical data, directly or indirectly, to any country in contravention of any Office of Export Administration requirement.
- 8.5 Entire Agreement. This Agreement and its Exhibits set forth the entire agreement between the Parties and supersede all previous agreements and understandings, whether oral or written, between the Parties with respect to the subject matter of this Agreement.

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- 8.6 Amendment. This Agreement may not be modified, amended or discharged except as expressly stated in this Agreement or by a written agreement signed by an authorized representative of each Party.
- 8.7 Separability. The provisions of this Agreement shall be deemed separable. If any provision in this Agreement shall be found or be held to be invalid or unenforceable in any jurisdiction in which this Agreement is performed, then the meaning of that provision shall be construed, to the extent feasible, to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement which shall remain in full force and effect unless the provisions that are invalid or unenforceable substantially impair the value of the entire Agreement to either Party. In such event, the Parties shall use their respective reasonable efforts to negotiate a substitute, valid and enforceable provision which most nearly effects the Parties' intent in entering into this Agreement.
- 8.8 Waiver. No waiver of any term, provision or condition of this Agreement whether by conduct or otherwise in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such term, provision or condition or of any other term, provision or condition of this Agreement.
- 8.9 Relationship of Parties. Each of the Parties hereto is an independent contractor and nothing herein shall be deemed to constitute the relationship of partners, joint venturers, nor of principal and agent between the Parties hereto.
- 8.10 Succession. This Agreement shall bind the Parties, their successors, trustees, and permitted assignees.
- 8.11 Authority. Each Party has the full right, power, and authority to execute and deliver this Agreement and to perform its terms. The execution and delivery of this Agreement and the consummation of the transactions required by this Agreement will not violate or conflict with any charter provision or bylaw of either Party or any of its Affiliates. Each Party has taken all required corporate actions to approve and adopt this Agreement. This Agreement is enforceable against each Party according to its terms, subject to bankruptcy, insolvency, and other laws relating to or affecting creditors' rights and to general equity principles. Each Party represents and warrants that the person or persons executing this Agreement on its behalf are duly authorized and empowered to do so.
- 8.12 Counsel. The Parties and their respective counsel have negotiated this Agreement. This Agreement will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either Party.
- 8.13 Headings. The article and section headings in this Agreement are inserted for convenience only and shall not constitute a part hereof.

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IN WITNESS WHEREOF, the Parties, through their respective duly authorized officers, have executed this Agreement to be effective as of the Effective Date.

3M COMPANY

Signed: Donald A. WeberBy: Donald A. Weber  
Title: Executive Vice PresidentDate: 12/4/02

3M INNOVATIVE PROPERTIES COMPANY

Signed: Carolyn A. BatesBy: Carolyn A. Bates  
Title: Assistant SecretaryDate: November 27, 2002

Xennia Technology Limited

Signed: Alan HuddBy: Alan Hudd  
Title: Managing DirectorDate: 9 December 2002

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## Exhibit A

Sponsored Development Program Appendix

## Xennia/3M - IPR Agreement

Fields of use of the Security Ink Jet Printer developed by Xennia at the expense of 3M	Security Phosphor Inks	Other Phosphor Inks	Other Inks
Brand Protection Applications	3M Field	3M Field	Shared Field
Security Applications	3M Field - Xennia has permission to sell printers to Secure Products for use in checks and currency	Any phosphor used in a security application is treated as a Security Phosphor	Shared Field
Non-security Applications	3M Field	Xennia Field	Xennia Field

3M Field = Exclusive 3M field. Xennia has no rights in the 3M Field except those specified above

Xennia Field = Exclusive Xennia field. 3M has no rights in the Xennia Field.

Shared Field = Xennia and 3M both have non-exclusive rights.